

City Clerk File No. Ord. 15.005

Agenda No. 3.A 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 15.005

TITLE:
**ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 3
(ADMINISTRATION OF GOVERNMENT) ARTICLE III (MAYOR) AND
ARTICLE XII (DEPARTMENT OF HEALTH AND HUMAN SERVICES)
OF THE JERSEY CITY MUNICIPAL CODE TO MOVE THE OFFICE OF
SENIOR AFFAIRS**

COUNCIL offered and moved adoption of the following Ordinance:

- A. The following amendments to Chapter 3 (Administration of Government) Article III (Mayor) are hereby adopted:

**ADMINISTRATION OF GOVERNMENT
ARTICLE III
Mayor**

§3-10. Through §3-19. No Change.

§3-19.1. Resident Response Center Created; Head. No Change.

§3-19.2. Powers and Duties of the Resident Response Center.

The Resident Response Center shall:

- A. Accept and respond to constituents' complaints and inquires on all aspects of City services and operations to enhance constituent confidence in government by expediting the handling of citizens' complaints and inquires in coordination with the various departments of City government and autonomous agencies.
- B. Maintain an Office of Cultural Affairs, including but not limited to, the City Spirit Program and oversee events as the City Spirit Festival, cultural and heritage events, art shows, street fairs, outdoor concert series, holiday festivals and all other public cultural programs.
- C. Be responsible for all fine, creative and performing arts programs from concept, planning, development and implementation to the development and provision of related and appropriated facilities.
- D. Be responsible for the Diversity and Inclusion Office.

There is hereby created within the Resident Response Center a Diversity and Inclusion Office, which shall be the central coordination and oversight entity for the inter-department collaboration on issues impacting diversity, heritage and inclusion.

(1) Diversity Functions.

- (a) Facilitate ethnic diversity and heritage events, art shows, street fairs, outdoor concert series, holiday festivals and all other ethnic heritage programs;

- (b) Act as liaison for the City with other local, county, state and federal governmental agencies; community organizations and groups; nonprofit and faith-based organizations on issues involving diversity and heritage;
 - (c) Promote the recognition of the contributions of diverse cultures, ethnic groups, and heritage traditions to and within the City.
- (2) Inclusion Functions.
- (a) Oversee the implementation of a Citywide policy for immigrant integration;
 - (b) Collaborate existing City services and marshal existing resources to better serve the immigrant population in Jersey City;
 - (c) Work collaboratively with community organizations to facilitate the implementation of the delivery of services and programs to the public, foster successful integration of the immigrant population in the City, and ensure that public input into the process is consistently maintained;
 - (d) Provide guidance to and act as a resource for the immigrant constituents in the City to assist them through the maze of state, county and local resources that provide targeted services to immigrants, including referrals to nonprofit and faith-based organizations, English language acquisition, citizenship acquisition, accreditation and qualification services, and employment support;
 - (e) Strengthen the connections between immigrants and their communities through civic engagement, cultural activities and other opportunities;
 - (f) Reduce exploitation of immigrants by fraudulent enterprises, scams and confidence schemes.
 - (g) Act as a liaison to and serve as an exofficio member of the Immigrant Affairs Commission, and provide support services thereto.
- E. Maintain an Office of Veteran's Affairs for the purpose of assisting veterans in applying for disability, educational, and other benefits that may exist under federal and state laws. Act as liaison on behalf of veterans with City, County, State and Federal Governmental Agencies. Assist veterans in understanding their veterans' preference rights in public employment and under various tax exemption statutes and other laws.
- ~~{F. Maintain an Office of Senior Affairs for the purpose of assisting seniors in:~~
- ~~(1) Supervising the administration of various social, recreational, educational, and transportation for senior citizens.~~
 - ~~(2) Organizing and operating senior citizen centers and the multipurpose services in relation thereto.~~
 - ~~(3) Proposing and evaluating studies of senior citizen problems and programs and acting as city liaison with community groups involved in senior citizen affairs.]~~
- ~~{G.}~~ Supervise the central telephone switchboard operation.
- B. The following amendments to Chapter 3 (Administration of Government) Article XII (Department of Health and Human Services) are hereby adopted:

ADMINISTRATION OF GOVERNMENT
ARTICLE XII
Department of Health and Human Services

§3-99. No Change.

§3-100. Organization of Department.

Within the Department of Health and Human Services there shall be the following divisions and offices:

- A. Division of Health.
- B. Division of Clinical Services.
- C. Division of Senior Citizen Affairs.

§3-101 Through §3-104.2 No Change.

§3-105. Division of Health. No Change.

§3-106. Division of Clinical Services. No Change.

§3-107. Division of Senior Citizens Affairs.

- A. Creation of the Division of Senior Citizens Affairs. There is hereby created within the Department of Health and Human Services the Division of Senior Citizens Affairs.
- B. Division of Senior Citizens Affairs; functions.
 - (1) Under the supervision and direction of the Director of Health and Human Services, the Division of Senior Citizens Affairs shall:
 - (a) Supervise the administration of various social, recreational, educational, and transportation for the City's senior citizens.
 - (b) Organize and operate senior citizen centers and the multipurpose services in relation thereto.
 - (c) Propose and evaluate studies of senior citizen problems and programs and acting as city liaison with community groups involved in senior citizen affairs.

§3-108. Through §3-109. No Change.

- C. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- D. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- E. This ordinance shall take effect at the time and in the manner as provided by law; however, the amendments to Section 3.72 (B) and (E), Division of Sanitation, concerning garbage disposal and solid waste/recycling shall only take effect should the Municipal Council decide to dissolve the Jersey City Incinerator Authority and the dissolution is approved by the Local Finance Board pursuant to N.J.S.A. 40A:5A-20.
- F. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

Note: All new material is underlined; words in [brackets] are omitted.
For purposes of advertising only, new matter is **boldface** and repealed matter by *italics*.

/he
1/20/15

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

ORDINANCE OF JERSEY CITY, N.J.



COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 15-006

TITLE:

**AN ORDINANCE AUTHORIZING THE TRANSFER OF CITY-OWNED PROPERTY
LOCATED AT 362 SUMMIT AVENUE WITHIN THE JOURNAL SQUARE 2060
REDEVELOPMENT AREA TO THE JERSEY CITY REDEVELOPMENT AGENCY**

WHEREAS, the City of Jersey City is the owner of a certain parcel of real property known and designated as:

<u>BLOCK</u>	<u>LOT</u>	<u>STREET ADDRESS</u>
12301	2	362 Summit Avenue

situated in the City of Jersey City, Hudson County, New Jersey; and as more particularly shown on the Official Assessment Map and referenced in the designation assigned to individual tax lot in the records of the Tax Assessor (hereinafter "Property"); and

WHEREAS, the Municipal Council of the City of Jersey City has declared, that the Property contained within the Journal Square 2060 Redevelopment Area is an area deemed "area in need of rehabilitation" pursuant to N.J.S.A. 40A:55-12 et. seq.; and

WHEREAS, the Municipal Council adopted, by Ordinance No.10-103 at its meeting of August 25, 2010, the Journal Square 2060 Redevelopment Plan; and

WHEREAS, the Property lies within the legally established boundaries of the Journal Square 2060 Redevelopment Plan Area; and

WHEREAS, the Jersey City Redevelopment Agency has development responsibilities within the Journal Square 2060 Redevelopment Area to effectuate the rehabilitation, redevelopment and revitalization of the Journal Square 2060 Redevelopment Area for the sale of property to Vaishno-MA Summit, LLC with 35 parking spaces for 18 months; and

WHEREAS, the Jersey City Redevelopment Agency has deemed it necessary to request a transfer of Property from the City of Jersey City to accomplish activities in support of redevelopment within the Journal Square 2060 Redevelopment Plan; and

WHEREAS, the City of Jersey City may grant a transfer of the Property to the Jersey City Redevelopment Agency pursuant to N.J.S.A. 40A:12A-39(a) & (f).

**AN ORDINANCE AUTHORIZING THE TRANSFER OF CITY-OWNED PROPERTY
LOCATED AT 362 SUMMIT AVENUE WITHIN THE JOURNAL SQUARE 2060
REDEVELOPMENT AREA TO THE JERSEY CITY REDEVELOPMENT AGENCY**

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of
Jersey City that:

1. Pursuant to N.J.S.A. 40A:12A-39(a) & (f) a transfer of Property known as

<u>BLOCK</u>	<u>LOT</u>	<u>STREET ADDRESS</u>
12301	2	362 Summit Avenue

to the Jersey City Redevelopment Agency is hereby authorized.

2. That the Mayor, Business Administrator and appropriate Division of the
municipality hereby authorize a transfer of the aforesaid Property to the Jersey
City Redevelopment Agency.
- A. All Ordinances and part of Ordinances inconsistent herewith are hereby
repealed.
 - B. This Ordinance shall be part of the Jersey City Code as though codified
and fully set forth therein. The City Clerk shall have this Ordinance
codified and incorporated in the official copies of the Jersey City Code.
 - C. This Ordinance shall take effect at the time and in the manner as provided
by law.
 - D. The City Clerk and the Corporation Counsel be and they are hereby
authorized and directed to change any chapter numbers, article numbers
and section numbers in the event that the codification of the Ordinance
reveals that there is a conflict between those numbers and the existing
code in order to avoid confusion and possible accidental repealers of
existing provisions.

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

DATE	BY	REVISIONS
10/10/08	J. MORALE	1. INITIAL BLOCK LOT

SEE SHEET 108

SEE SHEET 109

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T.M.
TAX MAP
11 TINDALL ROAD, MIDDLETON TOWNSHIP
NEW JERSEY 07748

Richard A. Morale, P.E., P.L.S.
T & M ASSOCIATES
11 TINDALL ROAD, MIDDLETON TOWNSHIP
NEW JERSEY 07748

TAX MAP
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE: 1" = 50'
AUGUST, 2008
RICHARD A. MORALE, P.E., P.L.S.
T & M ASSOCIATES
11 TINDALL ROAD, MIDDLETON TOWNSHIP
NEW JERSEY 07748

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RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

AN ORDINANCE AUTHORIZING A TRANSFER OF CITY-OWNED PROPERTY LOCATED AT 362 SUMMIT AVENUE WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA TO THE JERSEY CITY REDEVELOPMENT AGENCY

Initiator

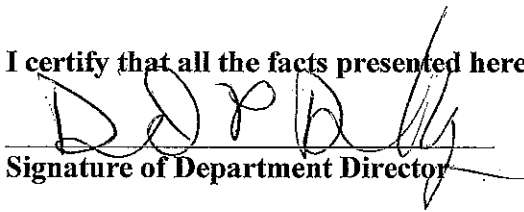
Department/Division	Jersey City Redevelopment Agency	
Name/Title	David Donnelly	EXECUTIVE DIRECTOR
Phone/email	201-761-0820	donnelyd@jcnj.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The Jersey City Redevelopment Agency is requesting the property in the Journal Square 2060 Redevelopment Area to effectuate the rehabilitation, redevelopment and revitalization initiatives of the Journal Square 2060 Redevelopment Plan for the sale of property to Vaishno MA Summit, LLC and the contingency of 35 parking spaces for 18 months.

I certify that all the facts presented herein are accurate.


Signature of Department Director

Date

ORDINANCE OF JERSEY CITY, N.J.



COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 15.007

TITLE:

REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY (THE "CITY") PROVIDING FOR (i) THE REFUNDING OF CERTAIN OUTSTANDING QUALIFIED SCHOOL BONDS, SERIES 2007 A OF THE CITY DATED FEBRUARY 23, 2007 TO PROVIDE DEBT SERVICE SAVINGS, AND (ii) AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$11,300,000 AGGREGATE PRINCIPAL AMOUNT OF SCHOOL REFUNDING BONDS OF THE CITY TO EFFECT SUCH REFUNDING AND APPROPRIATING THE PROCEEDS THEREFOR

WHEREAS, pursuant to the Local Bond Law, N.J.S.A. 40A:2-1 *et seq.*, as amended and supplemented (the "Local Bond Law"), the City of Jersey City, in the County of Hudson, State of New Jersey (the "City"), had previously issued \$17,050,000 aggregate principal amount of Qualified School Bonds, Series 2007 A on February 23, 2007 (the "Original Bonds"); and

WHEREAS, \$10,170,000 outstanding Original Bonds maturing in the years 2018 through 2027 (the "Refunded Bonds") are currently subject to redemption, either in whole or in part, prior to their stated maturity; and

WHEREAS, the City has determined that the current tax-exempt interest rate environment would enable it to realize debt service savings for the City taxpayers by refunding all or a portion of the aforesaid Refunded Bonds through the issuance of its School Refunding Bonds in an aggregate principal amount not to exceed \$11,300,000 (the "Refunding Bonds"); and

WHEREAS, the City Council now desires to adopt this Refunding Bond Ordinance (the "Refunding Bond Ordinance") authorizing the issuance of the Refunding Bonds in an aggregate principal amount not exceeding \$11,300,000, a portion of the sale proceeds of which shall be used to refund the Refunded Bonds.

BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) **AS FOLLOWS:**

SECTION 1. The refunding of all or a portion of the Refunded Bonds is hereby authorized.

SECTION 2. In order to refund the Refunded Bonds and to pay all related costs associated therewith, the City is hereby authorized to issue the Refunding Bonds in an aggregate principal amount not to exceed \$11,300,000, all in accordance with the requirements of N.J.S.A. 40A:2-51 *et seq.*, and appropriate the proceeds of such Refunding Bonds to such purpose described in Section 3 hereof. Such Refunding

Bonds shall be designated as "School Refunding Bonds" with such series designation as may be necessary to identify such bonds.

SECTION 3. The purpose of the issuance of the Refunding Bonds is to achieve debt service savings by refunding all or a portion of the Refunded Bonds.

SECTION 4. An aggregate amount not exceeding \$150,000 may be allocated from the aggregate principal amount of the Refunding Bonds to pay for items of expense listed and permitted under N.J.S.A. 40A:2-51(b), including, but not limited to, the aggregate allocated costs of issuance thereof, including underwriting, printing, credit enhancement or other insurance, advertising, accounting, financial, legal and other expenses in connection therewith.

SECTION 5. A certified copy of this Refunding Bond Ordinance has been filed with the Director of the Division of Local Government Services, in the New Jersey Department of Community Affairs prior to final adoption and enactment hereof.

SECTION 6. The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the City Clerk and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, in the New Jersey Department of Community Affairs, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided for in this Refunding Bond Ordinance and the said bonds and notes authorized by this Refunding Bond Ordinance will be within all debt limitations prescribed by the Local Bond Law.

SECTION 7. The Chief Financial Officer of the City is hereby authorized and directed to determine all matters and terms in connection with the Refunding Bonds, all in consultation with the City bond counsel, financial advisor and auditor, and the manual or facsimile signature of the Chief Financial Officer of the City upon any documents shall be conclusive as to all such determinations. The Mayor, the Chief Financial Officer of the City, the City Clerk and any other City official, officer or professional, including but not limited to, the City bond counsel, financial advisor and auditor, are each hereby authorized and directed to execute and deliver such documents as are necessary to consummate the sale and closing of the Refunding Bonds, and to take such actions or refrain from such actions as are necessary for the issuance of the Refunding Bonds, in consultation with City bond counsel, financial advisor and auditor, and any and all actions taken heretofore with respect to the sale and issuance of the Refunding Bonds are hereby ratified and confirmed.

SECTION 8. This Refunding Bond Ordinance shall take effect twenty (20) days after the first publication thereof after final adoption and approval by the Mayor, as provided by the Local Bond Law.

APPROVED AS TO LEGAL FORM

APPROVED: *Donna Han*, *CEO*

Corporation Counsel

APPROVED: _____

Business Administrator

Certification Required ☐
Not Required ☐

ORDINANCE OF JERSEY CITY, N.J.



COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 15.008

TITLE:

REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY (THE "CITY") PROVIDING FOR (i) THE REFUNDING OF CERTAIN OUTSTANDING QUALIFIED GENERAL IMPROVEMENT BONDS, SERIES 2007 OF THE CITY DATED DECEMBER 7, 2007 TO PROVIDE DEBT SERVICE SAVINGS, AND (ii) AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$14,800,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL IMPROVEMENT REFUNDING BONDS OF THE CITY TO EFFECT SUCH REFUNDING AND APPROPRIATING THE PROCEEDS THEREFOR

WHEREAS, pursuant to the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"); the City of Jersey City, in the County of Hudson, State of New Jersey (the "City"), had previously issued \$26,242,000 aggregate principal amount of Qualified General Improvement Bonds, Series 2007 on December 7, 2007 (the "Original Bonds"); and

WHEREAS, \$13,217,000 outstanding Original Bonds maturing in the years 2018 through 2024 (the "Refunded Bonds") are currently subject to redemption, either in whole or in part, prior to their stated maturity; and

WHEREAS, the City has determined that the current tax-exempt interest rate environment would enable it to realize debt service savings for the City taxpayers by refunding all or a portion of the aforesaid Refunded Bonds through the issuance of its General Improvement Refunding Bonds in an aggregate principal amount not to exceed \$14,800,000 (the "Refunding Bonds"); and

WHEREAS, the City Council now desires to adopt this Refunding Bond Ordinance (the "Refunding Bond Ordinance") authorizing the issuance of the Refunding Bonds in an aggregate principal amount not exceeding \$14,800,000, a portion of the sale proceeds of which shall be used to refund the Refunded Bonds.

BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) **AS FOLLOWS:**

SECTION 1. The refunding of all or a portion of the Refunded Bonds is hereby authorized.

SECTION 2. In order to refund the Refunded Bonds and to pay all related costs associated therewith, the City is hereby authorized to issue the Refunding Bonds in an aggregate principal amount not to exceed \$14,800,000, all in accordance with the requirements of N.J.S.A. 40A:2-51 et seq., and appropriate the proceeds of such Refunding Bonds to such purpose described in Section 3 hereof. Such Refunding

Bonds shall be designated as "General Improvement Refunding Bonds" with such series designation as may be necessary to identify such bonds.

SECTION 3. The purpose of the issuance of the Refunding Bonds is to achieve debt service savings by refunding all or a portion of the Refunded Bonds.

SECTION 4. An aggregate amount not exceeding \$200,000 may be allocated from the aggregate principal amount of the Refunding Bonds to pay for items of expense listed and permitted under N.J.S.A. 40A:2-51(b), including, but not limited to, the aggregate allocated costs of issuance thereof, including underwriting, printing, credit enhancement or other insurance, advertising, accounting, financial, legal and other expenses in connection therewith.

SECTION 5. A certified copy of this Refunding Bond Ordinance has been filed with the Director of the Division of Local Government Services, in the New Jersey Department of Community Affairs prior to final adoption and enactment hereof.

SECTION 6. The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the City Clerk and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, in the New Jersey Department of Community Affairs, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided for in this Refunding Bond Ordinance and the said bonds and notes authorized by this Refunding Bond Ordinance will be within all debt limitations prescribed by the Local Bond Law.

SECTION 7. The Chief Financial Officer of the City is hereby authorized and directed to determine all matters and terms in connection with the Refunding Bonds, all in consultation with the City bond counsel, financial advisor and auditor, and the manual or facsimile signature of the Chief Financial Officer of the City upon any documents shall be conclusive as to all such determinations. The Mayor, the Chief Financial Officer of the City, the City Clerk and any other City official, officer or professional, including but not limited to, the City bond counsel, financial advisor and auditor, are each hereby authorized and directed to execute and deliver such documents as are necessary to consummate the sale and closing of the Refunding Bonds, and to take such actions or refrain from such actions as are necessary for the issuance of the Refunding Bonds, in consultation with City bond counsel, financial advisor and auditor, and any and all actions taken heretofore with respect to the sale and issuance of the Refunding Bonds are hereby ratified and confirmed.

SECTION 8. This Refunding Bond Ordinance shall take effect twenty (20) days after the first publication thereof after final adoption and approval by the Mayor, as provided by the Local Bond Law.

APPROVED AS TO LEGAL FORM

APPROVED: 

Corporation Counsel

APPROVED: _____

Business Administrator

Certification Required ☐

Not Required ☐

City Clerk File No. Ord. 15.009
Agenda No. 3.E 1st Reading
Agenda No. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 15.009

TITLE: ORDINANCE AUTHORIZING THE CANCELLATION AND REIMBURSEMENT OF TAXES PURSUANT TO N.J.S.A. 54:4-3.6c FOR PROPERTY OWNED BY MARGARET ANNA CUSACK CARE CENTER, INC., AND LOCATED AT 251 BALDWIN AVENUE, ON BLOCK 09606, LOT 8

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, Margaret Anna Cusack Care Center, Inc., a non for profit skilled nursing facility, is the owner of 251 Baldwin Avenue, Block 09606, Lot 8; and

WHEREAS, the property located at 251 Baldwin Avenue, Block 09606, Lot 8, was transferred from the Sisters of St. Joseph of Peace to Margaret Anna Cusack Care Center, Inc., in June 2009 as part of a reorganization, with the intent to develop a "Healing Garden" for therapeutic use by the nursing home residents/patients; and

WHEREAS, the property had been designated tax-exempt as of 2009 and was continuously used for tax-exempt purposes; and

WHEREAS, Margaret Anna Cusack Care Center, Inc., failed to timely file an amendment to its Further Statement for the year 2014, pursuant to N.J.S.A. 54:4-4.4, indicating the above facts which would have entitled it to a continuation of an exemption from real property taxes; and

WHEREAS, as the result of the failure to file, the property was returned to the tax rolls beginning in tax year 2014 until 2015, after which Margaret Anna Cusack Care Center, Inc., filed its Further Statement; and

WHEREAS, in January 2015, Margaret Anna Cusack Care Center, Inc., finally filed a Further Statement, together with a certification indicating good cause for the late filing, which certification is attached hereto; and

WHEREAS, pursuant to N.J.S.A. 54:4-3.6c, the Municipal Council may cancel the taxes which were levied against tax exempt property for up to three (3) years, provided good cause has been shown for the late filing of the Further Statement and the Tax Assessor confirms that the subject property would have been tax exempt had the Further Statement been timely filed; and

WHEREAS, Margaret Anna Cusack Care Center, Inc., having paid the taxes is seeking a reimbursement from the City of the sum of \$2,268.35, which it paid to avoid a tax lien sale.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

ORDINANCE AUTHORIZING THE CANCELLATION OF TAXES PURSUANT TO N.J.S.A. 54:4-3.6c FOR PROPERTY OWNED BY MARGARET ANNA CUSACK CARE CENTER, INC., AND LOCATED AT 251 BALDWIN AVENUE, ON BLOCK 09606, LOT 8

1. Good cause has been shown for the late filing of the amended Further Statement for 2014-2015 for property owned by Margaret Anna Cusack Care Center, Inc., and located at 251 Baldwin Avenue, on Block 09606, Lot 8; and
 2. Pursuant to N.J.S.A. 54:4-3.6c, the Tax Collector is hereby authorized to cancel the real estate taxes that had been levied in 2014 through 2015, since the Tax Assessor has confirmed that the subject property would have been eligible for tax exempt status in 2014 through 2015, but for the late filing of the Further Statement; and
 3. The Tax Assessor is authorized to reimburse Margaret Anna Cusack Care Center, Inc., for taxes it paid to avoid a tax sale.
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore, underlining has been omitted.
For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

JM/he
1/20/15

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐



— short and long-term skilled nursing care —
at the historic St. Joseph's Home for the Blind

Certification of the Chief Executive Officer of Margaret Anna Cusack Care Center concerning the continuation of the tax exempt status of property located at 251 Baldwin Avenue, Jersey City, New Jersey 07306 (Block 09606, Lot 8)

I, THOMAS P. SHEEHY, JR., being of full age, certify as follows:

1. I am the Chief Executive Officer of Margaret Anna Cusack Care Center at St. Joseph's Home for the Blind, 537 Pavonia Avenue, Jersey City, New Jersey 07306, a 139 bed not for profit skilled nursing facility.
2. The property located at 251 Baldwin Avenue (Block 09606, Lot 8) was transferred from the Sisters of St. Joseph of Peace to Margaret Anna Cusack Care Center Inc. In June 2009 as part of a reorganization.
3. The building on this site, formerly used for the St. Joseph's School for the Blind, was demolished in 2010 with the intent to develop a "Healing Garden" on the site for the therapeutic use by the nursing home residents/patients at Margaret Anna Cusack Care Center.
4. Plans were developed and application was submitted to the Jersey City Planning Board for approval that was received in November 2011.
5. The construction of the Healing Garden was completed in 2013 and the Garden has been utilized by the residents/patients of Margaret Anna Cusack Care Center since that time.
6. The property had been designated tax-exempt and continues to be used for tax-exempt purposes.
7. We were not aware of the need to file a Further Statement with the Office of the Jersey City Tax Assessor at the time of building demolition/garden development in order to maintain the tax-exempt status of the property.
8. We do not recall receiving notice regarding the tax status of the property but notice may have been sent to the Sisters of St. Joseph of Peace at 399 Hudson Terrace, Englewood Cliffs, NJ 07632 instead of Margaret Anna Cusack Care Center Inc., 537 Pavonia Avenue, Jersey City, New Jersey 07306.

9. To the best of my knowledge, the foregoing statements made by me are true.
I am aware that if any of the foregoing statements made by me are willfully false, I
will be subject to punishment.

Thomas P. Sheehy, Jr.

THOMAS P. SHEEHY, JR.

Chief Executive Officer

Margaret Anna Cusack Care Center

Dated: December 5, 2014

City Clerk File No. Ord. 15.010
Agenda No. 3.F 1st Reading
Agenda No. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 15.010

**TITLE: AN ORDINANCE VACATING A PORTION OF WEST STREET IN ACCORDANCE
WITH THE STIPULATION OF SETTLEMENT DATED JULY 25, 2012 AND
PURSUANT TO THE JOURNAL SQUARE 2060 REDEVELOPMENT PLAN**

WHEREAS, on October 22, 2010, Petitioners International Chain Enrico Corp. and Avner Netter filed an action against the City in Superior Court of New Jersey, Hudson County challenging the adoption of Ordinance 10-103 which, inter alia, in creating new zoning criteria for a redevelopment initiative known as the "Journal Square 2060 Redevelopment Plan", the Petitioner charged the City substantially downsized the development potential of Petitioners' assembled acreage; and

WHEREAS, on July 25, 2012, the City of Jersey City and Petitioners entered into a Stipulation of Settlement, a copy of which is annexed hereto as Exhibit A; and

WHEREAS, those parts of the street and tracts of land situated in the City of Jersey City, County of Hudson and State of New Jersey, and known as West Street, all as more particularly described by the metes and bounds description attached hereto as "Exhibit B", be and the same are hereby vacated, and all public rights therein extinguished, subject however, to the reservations hereinafter set forth. The vacation of this street is in accordance with the Journal Square 2060 Redevelopment Plan and the Stipulation of Settlement with the City of Jersey City dated July 25, 2012; and

WHEREAS, the survey map entitled "Vacated Portion of West Street" prepared by Area Surveying, LLC, is made a part of this Ordinance as filed with the City; and

WHEREAS, N.J.S.A. 40:67-1(b) and N.J.S.A. 40:67-19 authorizes a municipality, by ordinance, to vacate, release and extinguish the public's rights in any portion of a public street, highway, lane or alley, and any portion of property dedicated as a public street; and

WHEREAS, upon adoption of this Ordinance, and filing the Ordinance and the Map with the Hudson County Register, title to the portions of West Street set forth in Exhibit B shall vest in the Petitioners; and

WHEREAS, all publication and notice requirements having been met,

NOW THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City as follows:

Section 1. All of the recitals hereto are hereby incorporated herein as if set forth at length.

Section 2. All that **part** or portion of West Street as described in the attached metes and bounds description as well as in the map depicting the areas to be vacated shall be and is hereby vacated and the public easement and rights therein shall be and are hereby extinguished.

Section 3. All costs and expenses incidental to the introduction, passage and publication of this ordinance shall be borne by Petitioners.

Section 4. Petitioners shall file this Ordinance, the Map and the Description with the Hudson County Register within 60 days of the effective date of this Ordinance. Upon filing of this Ordinance, the Map, and the Description with the Hudson County Register, title to the Vacated portions of West street shall vest in Petitioners.

Section 5. This Ordinance shall be subject to the following:

- (a) In the event the utilities, if any, presently located under the Vacation Parcel are not moved to another location, an easement in perpetuity is reserved for the benefit of the City of Jersey City and all public utility companies, including any cable television company as defined in the "Cable Television Act," N.J.S.A. 48:5A-1 et seq., for the purpose of ingress and egress over and upon the area subject to this Ordinance in order to maintain, repair or replace existing utility facilities including water lines, sewer lines, gas lines and telephone, electrical and cable television wires and poles which may be located either beneath or above the Vacation Parcel.
- (b) No buildings or structures of any kind may be constructed over the water or sewer utilities within this area subject to the easement without the consent of the Chief Engineer of the City of Jersey City unless and until those utilities are relocated and/or abandoned.
- (c) In the event that the utilities, if any, presently lying on the Vacation Parcel are relocated, then the easement otherwise created hereby shall immediately terminate and the same shall be considered abandoned by the respective utility company.

Section 6. All ordinances or parts of ordinances inconsistent herewith are hereby repealed as to such inconsistency only.

Section 7. This ordinance shall take effect after final passage and publication as provided by law.

Section 8. The City Clerk and the Corporation Counsel are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this Ordinance reveals that there is a conflict between those numbers and the existing code in order to avoid confusion and possible accidental repeal of the existing provisions.

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

Date Submitted to B.A. _____

ORDINANCE/RESOLUTION FACT SHEET

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of all facts.

1. **Full Title of Ordinance/Resolution/Cooperation Agreement:**
AN ORDINANCE VACATING A PORTION OF WEST STREET IN ACCORDANCE WITH THE STIPULATION OF SETTLEMENT DATED JULY 25, 2012 AND PURSUANT TO THE JOURNAL SQUARE 2060 REDEVELOPMENT PLAN
2. **Name and Title of Person Initiating the Ordinance/Resolution, etc.:** International Chain Enrico Corp, and Avner Netter, Owner, 160 South Livingston Avenue, Suite 208, Livingston, New Jersey 07039.
3. **Concise Description of the Program, Project or Plan Proposed in the Ordinance/Resolution:** This Ordinance will authorize the vacation of a portion of West Street in order to effectuate the terms of the Settlement Agreement dated July 25, 2012 between International Chain Enrico Corp., Avner Netter and the City of Jersey City as part of the Journal Square 2060 Redevelopment Plan.
4. **Reasons (Need) for the Proposed Program, Project, etc:** In order to carry out the terms of the Settlement Agreement and the vacation of West Street in accordance with the Journal Square Redevelopment Plan.
5. **Anticipated Benefits to the Community:** The vacation is part of an agreement between the parties to dedicate to the City areas for a public park and in accordance with the Journal Square 2060 Redevelopment Plan.
6. **Cost of Proposed Program, Project, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions):** N/A
7. **Date Proposed Program or Project Will Commence:** Upon adoption of this Ordinance
8. **Anticipated Completion Date:** Approximately seven and a half years after adoption of the Ordinance.
9. **Person Responsible for Coordinating Proposed Program, Project, etc.:** Mr. Michael B. Kates, Esq.
mkates@nklaw.com 201-488-7211
10. **Additional Comments:**

I certify that all the Facts Presented Herein are Accurate.

Signature of ROBERT COTTER, Director of Division of City Planning

Signature of ANTHONY CRUZ, Acting Director,
Department of Housing, Economic Development and Commerce

22-2014 "A"
2.B

**PETITION
TO MUNICIPAL COUNCIL OF JERSEY CITY NEW JERSEY TO VACATE PORTIONS OF WEST STREET**

Your petitioners, International Chain Enrico Corp. and Avner Netter (the "Petitioners")
having an address of 160 South Livingston Avenue, Suite 208, Livingston, New Jersey 07039,
respectfully shows:

WHEREAS, on October 22, 2010, Petitioners filed an action against the City of Jersey City
in Superior Court of New Jersey, Hudson County challenging the adoption of Ordinance 10-103
which, *inter alia*, created new zoning criteria for the "Journal Square 2060 Redevelopment
Plan", wherein the Petitioner charged that the City substantially downsized the development
potential of Petitioners' assembled acreage; and

WHEREAS, on July 25, 2012, the City of Jersey City and Petitioners entered into a
Stipulation of Settlement, a copy of which is annexed hereto as Exhibit A; and

WHEREAS, in accordance with the Stipulation of Settlement, the City agreed to adopt an
amendatory ordinance and a street vacation ordinance in accordance with New Jersey
statutory and regulatory requirements, to vacate all portions of West Street adjacent to the
property owned by Petitioners with the vacated portions of West Street reverting in title to the
Petitioners free and clear of public rights-of-way; and

WHEREAS, as shown on a survey map entitled "Vacated Portion of West Street"
prepared by Area Surveying, LLC, a copy of which is attached to and made a part of this petition
as Exhibit B, we the undersigned Petitioners as the sole owners of property known as Lots 12
and 13, Block 9604 (International Chain Enrico Corp.) and Lots 2 and 3, Block 9605 (Avner
Netter,) which abut those portions of West Street proposed to be vacated, do petition the City
of Jersey City to vacate, close and discontinue those portions of West street (Proposed Lot 7 in



28
Block 9605 and Proposed Lot 14 in Block 9604) as shown on Exhibit B, for the good of the City of Jersey City and in accordance with the Stipulation of Settlement dated July 25, 2012; and

WHEREAS, the legal descriptions of Proposed Lot 7 in Block 9605 and Proposed Lot 14 in Block 9604 are also appended hereto as Exhibit C;

NOW THEREFORE, Your Petitioners respectfully request that the Municipal Council of the City of Jersey City ordain the vacation of the portions of West Street shown on Exhibit B and as described in Exhibit C for the reasons set forth herein.

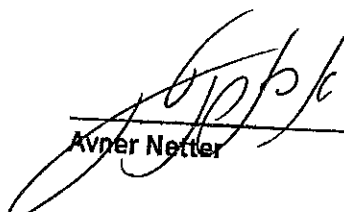
Witness



International Chain Enrico Corp.

8/24/14

Witness



Avner Netter

8/29/14

EXHIBIT A

STIPULATION OF SETTLEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made as of this 25th day of July, 2012, by and between **ROBINHOOD PLAZA, INC., INTERNATIONAL CHAIN ENRICO CORP. and AVNER NETTER** (collectively "Property Owner"), and **CITY COUNCIL OF THE CITY OF JERSEY CITY** ("the City");

WITNESSETH:

WHEREAS, on October 22, 2010, Property Owner filed an action against the City in the Superior Court of New Jersey, Hudson County, Docket No. HUD-L-5825-10 ("the Litigation"); and

WHEREAS, the Litigation challenges the adoption on August 25, 2010 of Ordinance No. 10-103 which, *inter alia*, in creating new zoning criteria for a redevelopment initiative known as the "Journal Square 2060 Redevelopment Plan", the Property Owner has charged that the City substantially downsized the development potential of Property Owner's assembled acreage; and

WHEREAS, the City has denied the allegations of the Complaint and discovery initiatives, briefing and trial have been postponed with extensions granted by the Court in anticipation of the matter being settled and numerous settlement meetings between the parties having taken place; and

WHEREAS, the City and Property Owner have agreed to a settlement of the matter as hereinafter set forth, which contemplates the introduction and adoption of an amendatory ordinance consistent herewith, and Property Owner deeding a portion of its property to be

developed as public open space, and to develop the remainder of its property substantially consistent with the zoning criteria set forth on the attached **Exhibit A**;

WHEREAS, the Parties hereto believe that the settlement set forth in this Agreement is in their respective best interests, not only to resolve the Litigation but in, the best interest of the residents and taxpayers of Jersey City, and that the settlement is in furtherance of the intent and purposes of the Jersey City Master Plan and the Municipal Land Use Law; and

WHEREAS, the parties desire to settle, resolve and terminate all disputes and potential disputes among them including, but not limited to, any disputes or potential disputes constituting, referring to or relating to the Litigation, provided, however, until the parties complete their executory responsibilities to each other this settlement shall be without prejudice and the Court shall remain available to the parties to enforce litigants' rights, if needed;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Consent Order.** Within ten (10) business days of the execution of this Agreement by the parties, they shall submit a joint request to the Superior Court Judge who is case managing the Litigation (Hon. Christine Farrington, J.S.C.) to dismiss the Litigation without prejudice pending implementation of the executory terms of settlement hereinafter set forth; and to retain jurisdiction for the limited purpose of enforcing litigants' rights, if needed. The appended form of Consent Order shall be submitted to Judge Farrington.

2. Amendment of Journal Square 2060 Redevelopment Plan. In satisfaction of the Property Owner's claims against the City, the City and the Jersey City Planning Board shall endeavor to do the following within one hundred (120) days of the date on which this Agreement is executed by the City or such additional time as may be reasonable and as the City may require. The City shall adopt an amendatory ordinance, with an affirmative advisory report from the Planning Board, which requires and/or permits the following:

2.1. Vacation of Portion of West Street. Concurrent with the City's adoption of the amendatory ordinance, or as soon thereafter as possible, the City agrees to adopt a street vacation ordinance in accordance with New Jersey statutory and regulatory requirements, to vacate all portions of West Street adjacent to any property owned by the Property Owner. Said vacated portions of West Street shall revert in title to the Property Owner free and clear of public rights-of-way.

2.2. Subdivision and Dedication: As represented on the attached **Exhibit B**, Block 10803, Lot 27 (formerly Block 520.5, Lot A2) will be subdivided by Property Owner. The westerly portion, retained by Property Owner, will be designated a new Zone 11. The easterly portion shall be designated Zone 9 "Park". As it will entirely comprise property of the Property Owner, the Property Owner will dedicate it to the City as a public park. See **Paragraph 3** below as to timing requirements for subdivision, dedication and site plan application.

2.3. Zone 11 Criteria: As further represented on **Exhibit B**, the easterly portion of new Zone 11 will incorporate existing Zone 4 "Neighborhood Mixed Use" zoning criteria, including a maximum height limitation of six (6) stories. However, the rear yard setbacks between new Zone 11 and Zones 6 and 9 shall be reduced to ten (10) feet for parking garages only. The parking garage portion of any building located in this reduced setback area will be limited to a maximum height of five (5) stories. The westerly portion of new Zone 11 will incorporate existing Zone 3 "Commercial Center" zoning criteria, but the maximum height limitation of twenty-five (25) stories shall be increased by seventeen (17) stories for a total of forty-two (42) stories, to reflect a bonus for dedicating the park land.

2.4. **Summit House Setbacks:** Summit House setbacks of thirty (30) feet along its southerly property line and ten (10) feet along its easterly property line shall be maintained, as illustrated on **Exhibit B**. Driveway egress only is permitted within the 30-foot setback. The entire setback area must be developed as a pedestrian plaza, which may include outdoor seating for restaurant and café uses. The primary driveway entrance and exit shall be from and to West Street.

2.5. **Pedestrian Walkway:** A 24 hour publicly accessible pedestrian easement and paved walkway, of a width of twenty (20) feet, shall be constructed by the Property Owner as part of the development of the property within new Zone 11. It shall be located along the southerly boundary of the property parallel to the PATH rail tracks and linking Summit Avenue to the Park in Zone 9.

2.6. **Failure to Adopt; Reinstating Litigation:** If the amendatory ordinance has not been adopted within the aforesaid one hundred twenty (120) day period, or is adopted but is thereafter challenged in a third party's timely appeal to a court of competent jurisdiction, or is adopted but with criteria that are not acceptable to the Property Owner, and cannot be amended by the mutual consent of the parties, then the Litigation may be re-filed against the City, with the City waiving the timing requirements of Rule 4:69-6.

2.7 **Third-Party Appeals; Performance Obligations Postponed.** If the amendment of the Journal Square 2060 Redevelopment Plan and/or the Property Owner's subdivision are challenged by a third-party appeal, and either the Property Owner or the City decides to defend any such judicial appeal, they shall have the option to do so, with both the Property Owner and the City joining in that defense and with both parties independently represented and paying for their separate defenses. Further, all of the performance obligations of the Property Owner and the City under this Stipulation of Settlement shall be postponed to the date of a favorable, final, non-appealable disposition of any such litigation, plus sixty (60) days.

3. Subdivision and Park Dedication by Property Owner.

3.1. **Subdivision.** Within one-hundred twenty (120) days after either the adoption of the amendatory ordinance or the date of a favorable disposition of such an appeal, whichever is longer, and the vacation of West Street as described in paragraph 2.1 above has been fully executed, the Property Owner shall file its subdivision application. Within sixty (60) days of Planning Board approval of the subdivision, Property Owner will perfect it by recording a plat or deed with the Hudson County Register.

3.2. **Park Dedication.** Upon amendment of the Journal Square 2060 Redevelopment Plan as aforesaid, final and non-appealable, and approval of Property Owner's subdivision, final and non-appealable, the Property Owner will dedicate the Park, as set forth in Paragraph 2.2 above.

4. Use of Lot 27 in Block 10803 (Park) During Construction.

4.1. Notwithstanding dedication to the City of the land that will comprise the park on Lot 27, Block 10803, the Property Owner and its successors may use Lot 27 for the following:

- Ingress to and egress from the construction site via Baldwin Avenue (avoiding Magnolia Avenue); and
- Storage of construction materials and equipment.

4.2. Because Lot 27 devolves as a dedication from the Property Owner, the Property Owner and its successors in interest shall not be charged the standard fee for use of the land as aforesaid. Nothing herein contained, however, shall be deemed to be a waiver of the jurisdictions of other agencies of the City involved in the permit procedures for the use of public lands by construction companies, and those permit procedures and permit approvals will be required of the Property Owner.

4.3. In no event shall Lot 27 be available to the Property Owner and its successors in interest as aforesaid after a period of seven and one-half (7½) years from the date

upon which the City Council amends the Journal Square 2060 Redevelopment Plan as aforesaid, and the amendment becomes final and non-appealable.

4.4. Further, if prior to the expiration of the aforesaid 7½ year period the Property Owner or its successors in interest substantially complete the project contemplated by the amended Redevelopment Plan, the use of Lot 27 as aforesaid shall be discontinued by the Property Owner or its successors in interest. The Property Owner or its successors in interest shall vacate Lot 27 within thirty (30) days after substantial completion.

4.5. Further, and notwithstanding the foregoing, when, as and if the City requires a cessation of the Property Owner's use of Lot 27 as aforesaid, in whole or in part, in order to meet the requirements of a funding source for development of the park, or for the actual construction of the park, the Property Owner's use as aforesaid shall cease as to the part of Lot 27 adversely affected by Property Owner's presence on the site, upon one hundred twenty (120) days written notice from the City. Said notice shall specify the basis for cessation of use and the source. The City shall use its best efforts to allow at least partial use of Lot 27 by the Property Owner and its successors in interest for the stated time period.

5. Failure to Obtain Satisfactory Approvals. If any component of an as-of-right development application is not approved, or is approved but is thereafter challenged in a timely appeal, or is approved but with conditions that materially alter this Agreement; or if the City fails to amend the Journal Square 2060 Redevelopment Plan or fails to adopt the street vacation ordinance relating to a portion of West Street as aforesaid, then and in any of those events the Litigation may be re-filed against the City , with the City waiving the timing requirements of Rule 4:69-6.

6. General Releases; Binding Effect. Upon the satisfaction of their respective obligations pursuant to this Agreement, each of the Parties to this Agreement on behalf of themselves, their predecessors, successors and future assignees release and discharge and by these presents do hereby remise, release, acquit, quitclaim, exonerate and forever discharge

the other Party, its predecessors, trustees, members, directors, officers, agents, representatives, employees, shareholders, attorneys, successors and assigns, as well as its subsidiaries and affiliates, of and from any and all claims, demands, causes of action, suits in law or in equity, judgments, obligations, debts, agreements, covenants, liens, damages, expenses, losses and liabilities, of whatever kind or nature, from the beginning of the world to the date hereof, whether known or unknown, which the Parties now own or hold or have or at any time previously owned or held or had which refer, relate or otherwise pertain to each of the other Parties including, but not limited to, all claims which were brought or could have been brought in the Litigation.

6.1. This Agreement constitutes a full and final release and extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, including, but not limited to, claims for injunctive relief, attorneys' fees, and any liability, whether predicated upon statute, contract, tort or any other basis.

6.2. This Agreement represents the compromise of disputed claims and counterclaims and shall not in any way be considered an admission of wrongdoing or liability by any person or entity named or described herein.

6.3. This Agreement contains all representations and warranties, expressed and implied, oral and written, between and among the Parties hereto, and the entire understanding and agreement between and among the Parties with respect to the subject matter hereof. No other agreements, covenants, representations or warranties, expressed or implied, oral and written, have been made by any Party with respect to any subject matters of this Agreement. All prior and contemporaneous conversations, negotiations, proposed agreements and agreements, representations, disclosures, absence of disclosures, covenants and warranties with respect to any subject matters hereof are merged herein, waived, superseded and replaced in total by this Agreement. This is an integrated agreement and it may not be altered

or modified except by a writing signed by all parties in interest at any time of the authorization or modification.

6.4. Notwithstanding the City's general authority to legislate zoning ordinance amendments or redevelopment plan amendments at any time and applicable to any development project (unless a compliant development application has been filed with the appropriate approving authority), this Stipulation of Settlement shall operate as a contract bar and estoppel to prevent the City from amending the Journal Square 2060 Redevelopment Plan or zoning in a manner inconsistent with this Stipulation of Settlement.

7. Miscellaneous:

7.1. Each of the Parties has participated in the drafting and negotiation of this Agreement. For all purposes, this Agreement shall be deemed to have been drafted jointly by the Parties hereto.

7.2. Each of the Parties to this Agreement acknowledges that it has had the benefit of advice of competent legal counsel with respect to the decision to enter into this Agreement and the settlement provided for herein. Each of the Parties further acknowledges that this Agreement is the product of an arms-length negotiation, that each Party review and contributed to the Agreement, and that the Agreement shall not be interpreted against any supposed drafter.

7.3. The Parties acknowledge the accuracy of the Recitals and incorporate the Recitals into and make them a part of this Agreement.

7.4. Each of the Parties to this Agreement represents that it is duly authorized to execute this Agreement, and to enter into the settlement described herein. No undertaking or obligation contained herein conflicts with any contracts or obligations to which any Party to this Agreement is a party. Each of the Parties further represents that he, she or it is the current and exclusive owner of all claims which he, she or it releases or agrees to dismiss pursuant to this Agreement, that he, she or it has not assigned to any person or entity any of the claims or rights which he, she or it releases or agrees to dismiss pursuant to this Agreement, and that no other person may assert any claim or right released or dismissed pursuant to this Agreement or

any claim based on or derived from any claim or right released or dismissed under this Agreement.

7.5. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

7.7. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey.

7.8. The parties have carefully read this Agreement and fully understand it and sign the same as a voluntary act.

IN WITNESS WHEREOF, this Agreement is hereby executed under seal this 25th day of July, 2012.

Attest:

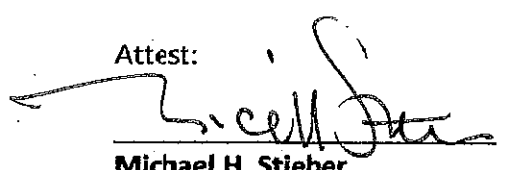

Michael H. Stieber,
Acting Secretary

ROBINHOOD PLAZA, INC.

By:


Avner Netter,
President

Attest:


Michael H. Stieber,
Acting Secretary

INTERNATIONAL CHAIN ENRICO CORP.

By:

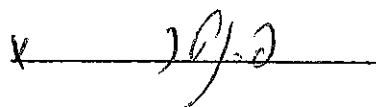

Avner Netter,
President

Signed, sealed and delivered
in the presence of:

PNINA NETER GRINFELD

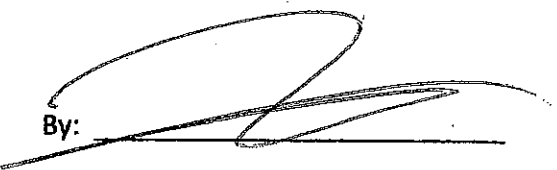

AVNER NETTER, Individually

Attest:



CITY OF JERSEY CITY

By:


Title: Corporation Counsel

June 12, 2012

Memorandum of Understanding between the City of Jersey City and Robinhood Plaza Inc, International Chain Enrico Corp., and Avner Netter:

Upon execution of a settlement agreement reflecting the following terms, each party shall an agreed time period to run concurrently to complete its obligation here under:

- 1) Robinhood Plaza will file a subdivision application with the Planning Board of Block 10803 Lot 27 (Formerly Block 520.5, Lot A2). Lot 27 will be subdivided into an eastern and western portion by extending a straight continuation of the rear property line of Block 9604, Lot 10 (1 East Street) to the south. Within 60 days of Planning Board approval, this subdivision shall be recorded with the Office of the Hudson County Register.
- 2) Robinhood Plaza will dedicate (give) the eastern portion of Lot 27 (Formerly Lot A2) to the City, free and clear. This shall qualify the remaining land owned by Robinhood for a 17 story height bonus under the Zone 11 provisions.
- 3) The City will amend the Journal Square 2060 Redevelopment Plan such that all references to Lot A.2 will be eliminated from Zone 2, and the remaining land owned by Robinhood will be placed in a new "Zone 11" which will read as follows:

Zone 11: TRANSITION EAST








- 1) All land in Zone 11 must be submitted to the City Planning Board as a single site plan application, however construction may be phased.
- 2) Property in Zone 11 fronting on Summit Avenue, continuing to the east side of the West Street right-of-way and its extension to the south across Block 9604 Lot 11 and Block 10803 Lot 27 may utilize the development regulations of Zone 3 Commercial Center, with the following additional requirements:
 - a) Summit House Plaza: A 30 foot side yard shall be provided along the southern property line of the Summit House at 510 Summit Avenue, one of the oldest buildings in the State of New Jersey. This yard area must be developed as a pedestrian plaza, and may include seating for restaurant or cafe type uses. Driveway egress only to Summit Avenue is permitted within the required plaza area.
 - b) A 10 foot yard shall be provided along the eastern property line at the rear of the Summit House.
 - c) No yard or building setbacks shall be required between any two buildings within Zone 11.
 - d) Primary driveway entrance and exit must be from West Street.
 - e) A publicly accessible pedestrian easement and paved walkway shall be constructed along the full length of the southern property line of Block 10803 Lot 27 with a minimum width of 20 feet, running along the PATH rail tracks and connecting from Summit Avenue to the Zone 9 Park.
 - f) A building height bonus of 17 stories has been granted for this portion of Zone 11 due to the dedication of land for a public park. The maximum building height is therefore set at 42 stories and 440 feet.
- 3) Property in Zone 11 east of the West Street right-of-way and its extension to the south across Lot A2 may unitize the development regulations of Zone 4 Neighborhood Mixed Use, with the following additional requirements:
 - a) A publicly accessible pedestrian easement and paved walkway shall be constructed along the full length of the southern property line of Block 10803 Lot 27 with a minimum width of 20 feet, running along the PATH rail tracks and connecting from Summit Avenue to the Zone 9 Park.
 - b) Multi-level parking garages within this portion of Zone 11:
 - i) shall have a height limit of 5 parking levels and 50 feet.
 - ii) are required to provide a minimum 10 foot rear yard adjacent to Zone 6 and Zone 9.
 - iii) shall not be required to provide building step backs.

The above amendments to the Journal Square 2060 Redevelopment Plan are illustrated on the attached map dated June 12, 2012





JOURNAL SQUARE 2060

JUNE 12, 2012

Zone Districts

- | | |
|--|--|
|  Zone 1: Core |  Zone 6: Preservation |
|  Zone 2: Air-Rights |  Zone 7: Deco |
| Zone 3: Commercial Center | Zone 8: Bergen Square |
| Zone 4: Neighborhood Mixed Use |  Zone 9: Parks |
|  Zone 5: Commercial Main Street |  Zone 10: Transition |

Legend

-  Setback Lines
-  Building Footprints
-  NEW ZONE 11
-  JerseyCity_Parcels

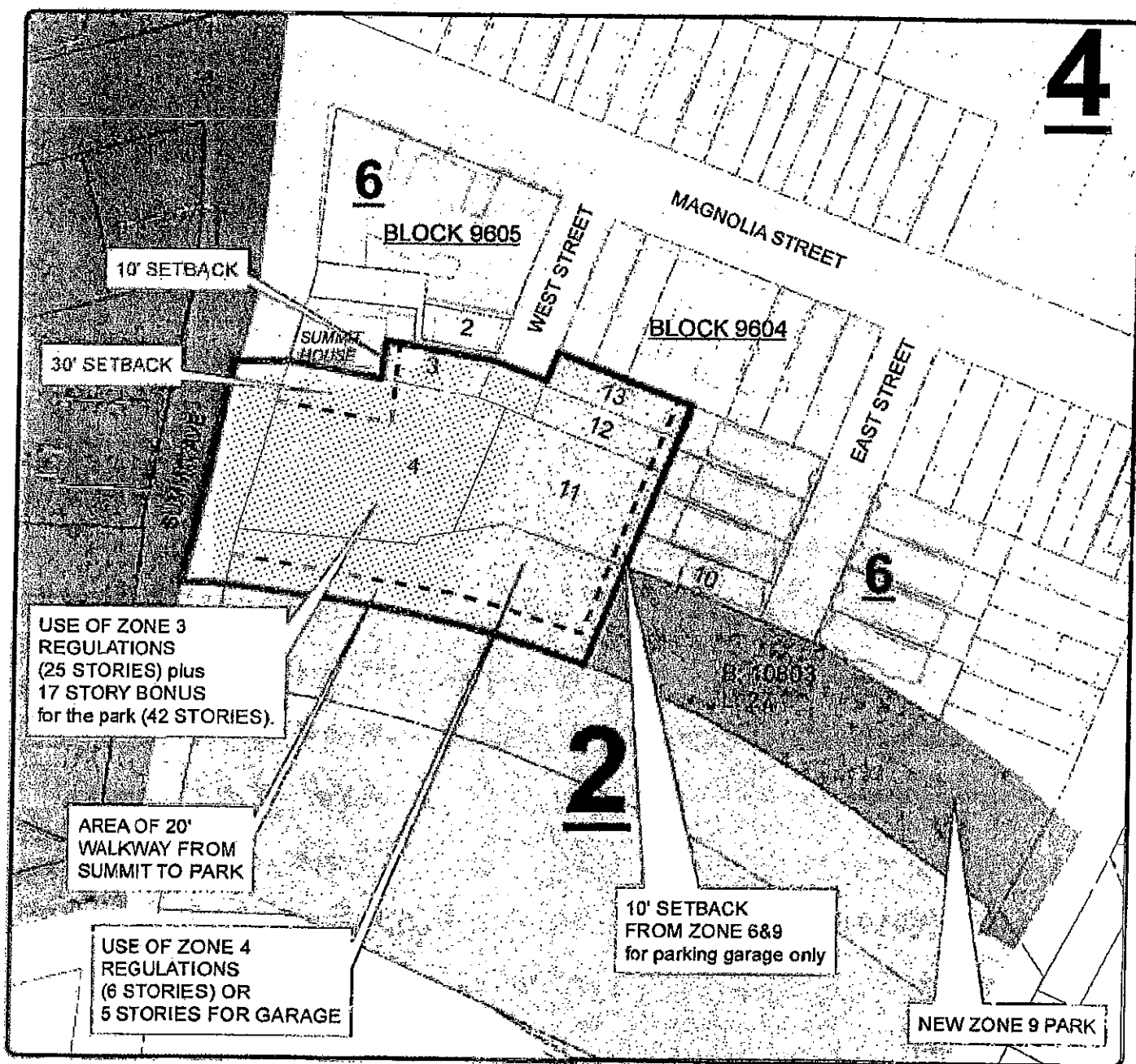
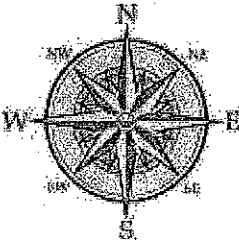


EXHIBIT B



AREA SURVEYING, LLC
71 WESTERN AVENUE
JERSEY CITY, NEW JERSEY, 07307
TEL: 201-628-1958 FAX: 201-221-8892
areasurveying@gmail.com

Legal Description

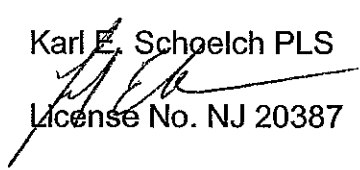
Proposed Lot 7 – Block 9605

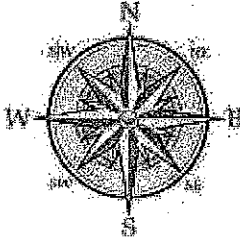
All that certain tract, lot and parcel of land lying and being in the City of Jersey City, Hudson County and State of New Jersey, being more particularly described as follows:

BEGINNING at a point in the northwesterly line of West Street, distant 123.18 feet southwesterly from the intersection formed by the southwesterly line of Magnolia Avenue with the northwesterly line of West Street and running; thence

- 1) South 51 degrees 18 minutes 52 seconds West and along the northwesterly line of West Street a distance of 26.01 feet to a point in the southwesterly terminus of West Street, Thence
- 2) South 38 degrees 41 minutes 08 seconds East, and along said terminus of West Street a distance of 20.00 feet to a point in the centerline of West Street; thence
- 3) North 51 degrees 18 minutes 52 seconds East, and along the centerline of West Street a distance of 26.01 feet to a point; thence
- 4) North 38 degrees 41 minutes 08 seconds West, a distance of 20.00 feet to a point in the northwesterly line of West Street, said point being the point or Place of BEGINNING.

Karl E. Schgelch PLS


License No. NJ 20387



AREA SURVEYING, LLC
71 WESTERN AVENUE
JERSEY CITY, NEW JERSEY, 07307
TEL: 201-628-1958 FAX: 201-221-8892
areasurveying@gmail.com

Legal Description

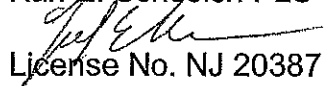
Proposed Lot 14 – Block 9604

All that certain tract, lot and parcel of land lying and being in the City of Jersey City, Hudson County and State of New Jersey, being more particularly described as follows:

BEGINNING at a point in the southeasterly line of West Street, distant 123.18 feet southwesterly from the intersection formed by the southwesterly line of Magnolia Avenue with the southeasterly line of West Street and running; thence

- 1) North 38 degrees 24 minutes 08 seconds West a distance of 20.00 feet to a point in the centerline of West Street; thence
- 2) South 51 degrees 18 minutes 52 seconds West, and along the centerline of West Street a distance of 26.01 feet to a point in the southwesterly terminus of West Street; thence
- 3) South 38 degrees 41 minutes 08 seconds East, and along said terminus of West Street a distance of 20.00 feet to a point in the southeasterly line of West Street; thence
- 4) North 51 degrees 18 minutes 52 seconds East, and along the southeasterly line of West Street a distance of 26.01 feet to a point, said point being the point or Place of BEGINNING.

Karl E. Schoelch PLS


License No. NJ 20387

City Clerk File No. Ord. 15.011
Agenda No. 3.6 1st Reading
Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 15.011

TITLE: AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 19006, LOT 33, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 372 PACIFIC AVENUE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City as an area in need of rehabilitation, is authorized to adopt an ordinance to utilize tax exemptions pursuant to N.J.S.A. 40A:21-1, et seq., the Five (5) Year Exemption and Abatement Law; and

WHEREAS, pursuant to N.J.S.A. 40A:21-1 et seq., the City of Jersey City adopted Ordinance 05-060, Section 304-6 et seq. of the Municipal Code, to allow Five (5) Year Tax Exemptions which allows the Tax Assessor to regard the full and true value or a portion thereof of certain improvements as not increasing the full and true value of certain property for a period of five (5) years, provided the owner's application is approved by the Tax Assessor and by Ordinance of the Municipal Council; and

WHEREAS, pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code, a tax exemption for the construction of a new three (3) story mixed use Multiple Dwelling project on the Property containing five (5) market rate residential rental units, of which one residential unit will be located on the ground floor along with 858 square feet of commercial/retail space, is permitted for a period of five (5) years; and

WHEREAS, 372 Pacific Avenue [Entity], is the owner of Property designated as Block 19006, Lot 33, on the City's Tax Map and more commonly known by the street address of 372 Pacific Avenue, Jersey City, NJ; and

WHEREAS, the Entity has constructed a new three (3) story mixed use Multiple Dwelling project containing five (5) market rate residential rental units and 858 square feet of commercial/retail space on the ground floor on the Property; and

WHEREAS, construction has been substantially complete and a Certificate of Occupancy was issued on January 17, 2013; and

WHEREAS, on February 6, 2013 (as amended on October 9, 2013), the Entity filed an application for a five (5) year tax exemption for a new mixed use Project, and paid the application fee of \$3,500, a copy of which application is attached hereto; and

WHEREAS, 372 Pacific Avenue, proposes to pay the City (in addition to the full taxes on the land, which shall continue to be conventionally assessed and are currently taxed at the sum of \$929) a tax payment for the new improvements on the property, as follows:

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 19006, LOT 33, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 372 PACIFIC AVENUE

- (a) 2015: the tax year in which the structure will be completed. \$0 taxes due on improvements;
- (b) 2016: the second tax year, 20% of taxes otherwise due on improvements, estimated to be \$1,933;
- (c) 2017: the third tax year, 40% of taxes otherwise due on improvements, estimated to be \$3,866;
- (d) 2018: the fourth tax year, 60% of taxes otherwise due on improvements, estimated to be \$5,799; and
- (e) 2019: the fifth tax year, 80% of taxes otherwise due on improvements, estimated to be \$7,731;

WHEREAS, the Tax Assessor has determined that the new construction will generate an additional tax payment of \$929 for land and \$9,664 for improvements, for a total of \$10,593 a year; and

WHEREAS, the applicant has agreed that in the event the Citywide revaluation results in a decrease in the estimated amount of actual taxes otherwise due, then for purposes of calculating a tax payment hereunder and for the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes otherwise due; and

WHEREAS, the application for tax exemption was complete and timely filed; the application was approved by the Tax Assessor and the commercial Project is eligible for tax exemption pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code; and

WHEREAS, upon the expiration of the tax exemption, the total assessment, including both land and improvements, will generate a total tax payment of \$10,593; and

WHEREAS, 372 Pacific Avenue has agreed to pay the sum of \$8,787 to the City's Affordable Housing Trust Fund, which shall be paid in intervals set forth in Section 304-28 of the Municipal Code.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. The application, attached hereto, for a five (5) year tax exemption for the full and true value of a new three (3) story mixed use Multiple Dwelling project on the Property containing five (5) market rate residential rental units, of which one residential unit will be located on the ground floor along with 858 square feet of commercial/retail space, located in Block 19006, Lot 33, and more commonly known by the street address of 372 Pacific Avenue, Jersey City, N.J., is hereby approved.

2. The Mayor or Business Administrator is hereby authorized to execute a tax exemption agreement which shall contain at a minimum, the following terms and conditions:

- (a) tax payment on the new improvements shall be:
 - (i) Year 1: the tax year in which the structure will be completed. \$0 taxes;

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 19006, LOT 33, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 372 PACIFIC AVENUE

- (ii) Year 2: the second tax year, 20% of taxes otherwise due on improvements, estimated to be \$1,933;
- (iii) Year 3: the third tax year, 40% of taxes otherwise due on improvements, estimated to be \$3,866;
- (iv) Year 4: the fourth tax year, 60% of taxes otherwise due on improvements, estimated to be \$5,799; and
- (v) Year 5: the fifth tax year, 80% of taxes otherwise due on improvements, estimated to be \$7,731.

The applicant has agreed that in the event the Citywide revaluation results in a decrease in the amount of actual taxes otherwise due for purposes of calculating a tax payment hereunder; during this five (5) year period, the amount due hereunder shall be calculated on the higher of the amount estimated above or the actual taxes due after the revaluation; and

(b) The project shall be subject to all federal, state and local laws, and regulations on pollution control, worker safety, discrimination in employment, zoning, planning, and building code requirements pursuant to N.J.S.A. 40A:21-11(b).

(c) If, during any tax year prior to the termination of the tax agreement, the property owner ceases to operate or disposes of the property, or fails to meet the conditions for qualifying, then the tax which would have otherwise been payable for each tax year shall become due and payable from the property owner as if no exemption and abatement had been granted. The collector forthwith ad the tax collector shall, within 15 days thereof, notify the owner of the property of the amount of taxes due.

(d) With respect to the disposal of the property, where it is determined that the new owner of the property will continue to use the property pursuant to the conditions which qualified the property, no tax shall be due, the exemption shall continue, and the agreement shall remain in effect.

(e) At the termination of a tax exemption agreement, the new improvements shall be subject to all applicable real property taxes as provided by State law and regulation and local ordinance; but nothing herein shall prohibit a project, at the termination of an agreement, from qualifying for, an receiving the full benefits of, any other tax preferences provided by law.

(f) Affordable Housing Trust Fund: \$1,500 per unit or \$7,500 and \$1.50 per 858 square feet of commercial retail space or \$1,287, for a total of \$8,787.

3. An obligation to execute a Project Employment and Contracting Agreement to insure employment and other economic benefits to City residents and businesses.
4. The form of tax exemption agreement is attached hereto as Exhibit B, subject to such modification as the Corporation counsel or Business Administrator deems necessary.

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 19006, LOT 33, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 372 PACIFIC AVENUE

5. The Tax Agreement shall be executed by the Entity no later than 90 days following adoption of the within ordinance. Failure to comply shall result in a repeal of the herein ordinance and the tax exemption will be voided.
6. The Tax Assessor shall send a copy of the fully executed Financial Agreement will be sent to the Director of the Division of Local Government Services in the Department of Community Affairs within thirty (30) days of execution pursuant to N.J.S.A. 40a:21-11(d).
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner provided by law.
- D. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore underlining has been omitted.
For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

Dj/he
1/20/15

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

An Ordinance Approving A Five-Year Tax Exemption for a Market Rate, Mixed-use Rental Project known as 372 Pacific Avenue, Block 19006, Lot 33
Constructed by Dharmesh M. Patel Under the Short-Term Tax Exemption Law N.J.S.A. 40A:21-1 et. seq.

Initiator

Department/Division	Mayor's Office	
Name/Title	Brian Platt	
Phone/email	(201) 547-4513	bplatt@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The applicant, Dharmesh M. Patel, is applying for a five (5) Year tax abatement for a mixed-use, owner occupied, rental project under N.J.S.A.40 A: 21-1 et seq. The fee of \$3,500 was paid with the application. The construction began prior to the requirement that five-year abatement applications must be submitted before the start of construction.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

TIER ONE (5 YEAR)
1-21-15
NJSA 40A:21-1 et seq
(Multiple Dwelling, Industrial, Commercial)

TAX AGREEMENT
FIVE YEAR/NEW CONSTRUCTION

THIS AGREEMENT made on this _____ day of _____, 2015, by and between the **CITY OF JERSEY CITY** [City], a municipal corporation organized under the Laws of the State of New Jersey and having its principal place of business at 280 Grove Street, Jersey City, New Jersey 07302, and, **372 PACIFIC AVENUE** [Applicant /Owner], whose principal place of business is c/o Dharmesh M. Patel, 372 Pacific Avenue, Apt. 3A, Jersey City, NJ 07304.

WITNESSETH:

WHEREAS, the Municipal Council has indicated by its intention to utilize the five year tax exemption provisions authorized by Article VIII, Section I, paragraph VI of the NJ State Constitution and the Five Year Exemption Law, N.J.S.A. 40A:21-1 et seq. for improvements and projects by the adoption of Ordinance 05-060, as amended by Ordinances 07-146 and 14-027; and

WHEREAS, the Applicant is owner of certain property located at 372 Pacific Avenue, in the City of Jersey City, County of Hudson and State of New Jersey, designated as Block 19006, Lot 33, on the Tax Assessor's Map, more commonly known by the street address of 372 Pacific Avenue and more particularly described in the metes and bounds description attached hereto as Exhibit A [Property];

WHEREAS, on or about February 6, 2013 (as amended on October 9, 2013), the Applicant applied for a five year tax exemption to construct a new three (3) story mixed use Multiple Dwelling project on the Property containing five (5) market rate residential rental units, of which one residential unit will be located on the ground floor along with 858 square feet of commercial/retail space [Improvements] pursuant to N.J.S.A. 40A:21-1 et seq and Section 304-12 of the Municipal Code [Law]; and

WHEREAS, the City has reviewed the application, approved the construction of the Improvements and authorized the execution of a Tax Exemption Agreement by the adoption of Ordinance _____ on _____.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE I: APPROVAL OF TAX EXEMPTION

The City hereby agrees to a tax exemption for the construction of a new three (3)

story mixed use Multiple Dwelling project on the Property containing five (5) market rate residential rental units and one (1) commercial unit on the ground floor on the Property, as further described in the Application, attached hereto as Exhibit B, pursuant to the provisions of N.J.S.A. 40A:21-1 et seq., and Ordinance _____, which authorized the execution of this Tax Agreement [Law], subject to the terms and conditions hereof.

ARTICLE II: IN LIEU OF TAX PAYMENTS

The Applicant agrees to make estimated payments on the new Improvements, (separate and apart from taxes on the land and existing improvements which shall continue to be subject to conventional assessment and taxation and for which the Applicant shall receive no credit against the in lieu of tax payment) in lieu of full property tax payments according to the following schedule:

1. For the full calendar of Year 1, no payment in lieu of taxes;
2. For the full calendar of Year 2, twenty (20%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$1,933;
3. For the full calendar of Year 3, forty (40%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$3,866;
4. For the full calendar of Year 4, sixty (60%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$5,799; and
5. For the full calendar of Year 5, eighty (80%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$7,731.

In the event a City-wide revaluation results in decrease in the amount of taxes otherwise due, payment hereunder shall be the higher of either the taxes estimated above or the amount of actual taxes after the City-wide revaluation.

ARTICLE III: APPLICATION FEE

The Applicant has paid the sum of **\$3,500** to the City as an application fee. Failure to make such payment shall cause the tax exemption to terminate.

ARTICLES IV: FEDERAL, STATE AND LOCAL LAW

The construction of the Improvements is subject to all applicable federal, State and local laws and regulations on pollution control, worker safety, discrimination in employment, housing provision, zoning, planning and building code requirements.

ARTICLE V: TERM OF EXEMPTION

The Tax Exemption granted shall be valid and effective for a period of five (5)

full calendar years from the date of Substantial Completion of the Project, which shall ordinarily mean the date on which the City issues, or the Project is eligible to receive, a Certificate of Occupancy, whether temporary or final, for part or the whole of the Project. During the term of the tax exemption, the Applicant shall make an in lieu of tax payment to the City in accordance with the schedule set forth above. Prior to the commencement of the tax exemption, and upon expiration thereof, the Applicant shall pay full conventional taxes on the Improvements.

ARTICLE VI: REVALUE

The applicant has agreed that in the event the revalue results in a decrease in the amount of actual taxes otherwise due, for purposes of calculating a tax payment hereunder during the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes.

ARTICLE VII: NO COUNTY EQUALIZATION AND SCHOOL AID

Pursuant to N.J.S.A. 40A:21-11(c), the percentage, which the payment in lieu of taxes for the tax exempt property bears to the property tax which would have been paid had an exemption not been granted for the property under this Agreement, shall not be applied to the valuation of the property to determine the reduced valuation of the property to be included in the valuation of the City for determining equalization for county tax apportionment and school aid, during the term of the tax exemption agreement covering this property. At the expiration or termination of this Agreement, the reduced valuation procedure required under the Law shall no longer apply.

ARTICLE VIII: OPERATION OR DISPOSITION OF PROPERTY

If during any year prior to the termination of this Agreement, the Applicant ceases to operate or disposes of the Property, or fails to meet the conditions for qualifying for tax exemption under this Agreement or pursuant to Law, then the tax which would have otherwise been payable for each and every year, shall become due and payable from the Applicant as if no exemption had been granted. The Tax Collector shall, within 15 days thereof, notify the owner of the Property of the amount of taxes due.

However, with respect to the disposal of the property, if it is determined that the new owner will continue to use the property pursuant to the conditions which qualify the property for exemption, the tax exemption shall continue and this Agreement shall remain in full force and effect.

ARTICLE IX: AFFORDABLE HOUSING TRUST FUND CONTRIBUTION REQUIRED

A. **Contribution.** The Entity will pay the City the sum of \$8,787 or [\$1,500 per unit or \$7,500 and \$1.50 per 858 square foot of commercial space or \$1,287] as a contribution. The sum shall be due and payable as follows:

- i. full payment on or before the date of the execution of the Tax Agreement.

**ARTICLE X: TERMINATION/ELIGIBILITY
FOR ADDITIONAL TAX EXEMPTION**

Upon the termination of this Agreement for tax exemption, the Project shall be subject to all applicable real property taxes as provided by State Laws and Regulations and City Ordinances. However, nothing herein shall be deemed to prohibit the Project, at the termination of this Agreement, from qualifying for and receiving the full benefits of any other tax preferences allowed by law. Furthermore, nothing herein shall prohibit the Applicant from exercising any rights under any other tax provisions of State law or City Ordinances.

In the event the owner elects to terminate this tax abatement after the revalue, the owner shall pay the City the difference of 100% of the full amount of the taxes otherwise due from the 1st year of this agreement to the date of termination.

**ARTICLE XI: PROJECT EMPLOYMENT
AND CONTRACTING AGREEMENT**

In order to provide City residents and businesses with employment and other economic opportunities, the Applicant agrees to comply with the terms and conditions of the Project Employment & Contracting Agreement which is attached hereto as Exhibit C.

ARTICLE XII: NOTICES

All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, to the party to be notified at the addresses set forth below or at such other address as either party may from time to time designate in writing:

Notice to City:

Business Administrator
City Hall, 280 Grove Street
Jersey City, New Jersey 07302

Notice to Applicant:

Mr. Dharmesh M. Patel
372 Pacific Avenue, Apt. 3A
Jersey City, NJ 07304

ARTICLE XIII: GENERAL PROVISIONS

This Agreement contains the entire Agreement between the parties and cannot be amended, changed or modified except by written instrument executed by the parties hereto.

In the event that any provisions or term of this Agreement shall be held invalid or unenforceable by a Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof; provided, however, that the City continues to receive the full benefit of any economic term hereunder.

This Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.

This agreement may be executed in several counterparts, each of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and the Applicant have caused this Agreement to be executed on the date and year first above written.

WITNESS:

372 PACIFIC AVENUE

BY: _____
Dharmesh M. Patel, Owner

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

BY: _____
Robert J. Kakoleski
Business Administrator

PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made as of the ____ day of ____, 2015, between the **CITY OF JERSEY CITY** [City] having its principal office at 280 Grove Street, Jersey City, NJ 07302, and **372 PACIFIC AVENUE** [Recipient], having its principal office at c/o Dharmesh M. Patel, 372 Pacific Avenue, Apt. 3A, Jersey City, NJ 07304.

I. Definitions:

The following words and terms, when used in this agreement, shall have the following meanings unless the context clearly indicates otherwise.

1. "City" means the Business Administrator of the City of Jersey City, or his designee, including any person or entity which enters into an agreement with the City to implement, in whole or in part, this agreement.
2. "Contractor" means any party performing or offering to perform a prime contract on behalf of the Recipient.
3. Construction Contract means any agreement for the erection, repair, alteration or demolition of any building, structure, bridge, roadway or other improvement on a Project Site.
4. "DEO" means the Division of Economic Opportunity under the Department of Administration, located at 280 Grove Street. DEO is in charge of Project Employment & Contracting coordination and monitoring on projects receiving abatements.
5. "Economic Incentive" means a tax abatement or tax exemption for a property or project which requires approval of the Municipal Council.
6. "Employment" includes positions created as a result of internal promotions, terminations, or expansions within the Recipient's work force which are to be filled by new employees. However, positions filled through promotion from within the Recipient's existing work force are not covered positions under this agreement.
7. Jersey City Employment and Training Corporation or "JCEPT" means the non-profit quasi public Entity with whom the City has an operating agreement to undertake certain employment services.
8. "Local Business" means a bona fide business located in Jersey City.
9. "Minority" means a person who is defined as such under federal or state law.
10. "Minority or Woman Owned Local Business" means a bona fide business located in Jersey City which is fifty-one (51%) percent or more owned and controlled by either a Minority or woman.
11. "Non-Traditional Jobs" means jobs which are held by less than twenty (20%) percent women, as reported by the New Jersey Department of Labor and Workforce Development, Division of Labor Market, and Demographic Research for Jersey City, which report shall be on file with the City Clerk.

12. "Permanent Jobs" mean newly created long term salaried positions, whether permanent, temporary, part time or seasonal.
13. "Project or Project Site" means the specific work location or locations specified in the contract.
14. The "Project Employment & Contracting Coordinator" or "Coordinator" is the employee in the Department of Administration presently, the Executive Director of the Jersey City Employment & Training Program, Inc., who is in charge of coordinating Project Employment & Contracting projects. Contractors and developers engaged in projects covered by Project Employment & Contracting Agreements will direct inquiries to the Coordinator. The Coordinator may refer a developer to the JCEPT or its one-stop career center so long as the City and JCEPT agreement is in full force and effect.
15. The "Project Employment & Contracting Monitor" or "Monitor" is the employee in the Department of Administration who is in charge of monitoring the site, collecting the reports and documentation, and other day-to-day Project Employment & Contracting administration as stipulated by this agreement.
16. The "Project Employment & Contracting Officer" or "Officer" is an employee of the Recipient who is designated by the Recipient to make sure the Recipient is in compliance with the Recipient's Project Employment & Contracting agreement.
17. "Recipient" means any individual, partnership, association, organization, corporation or other entity, whether public or private, or for profit or non-profit, or agent thereof, which receives an Economic Incentive and shall include any Contractor, Subcontractor or agent of the Recipient.
18. "The Registry" or "Jersey City Employment Registry" means a data base maintained by the City or its designee, of Jersey City residents seeking employment and Local Businesses, including Minority or Woman Owned Local Businesses, seeking contracts.
19. "Subcontract" means a binding legal relationship involving performance of a contract that is part of a prime contract.
20. "Subcontractor" means a third party that is engaged by the prime Contractor to perform under a subcontract all or part of the work included in an original contract.
21. "Substantial Completion" means the determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the date on which the Project receives, or is eligible to receive any Certificate of Occupancy for any portion of the Project.

II. Purpose: Construction Jobs, Business Contracting, Permanent Jobs

The City wishes to assure continuing employment opportunities for City residents, particularly residents who are Minorities, and business opportunities for Local Businesses, especially Minority and Women Owned Local Businesses, with employers located in or relocating to the City who are the Recipients of Economic Incentives. The City has determined to accomplish that goal by requiring the Recipient of an Economic Incentive to act in Good Faith, as defined herein, and discharge its obligations under this Agreement. To the extent mandated by State and Federal law and so long as the Entity discharges its Good Faith obligations under this agreement, the City acknowledges that the Recipient and its contractors are free to hire whomever they choose.

Because this project is not subject to the terms of a Project Labor Agreement during construction, this agreement shall apply to all Construction Jobs, Business Contracts and non-construction Permanent Jobs. Recipients are also required to notify any commercial tenants of employment services available from the City.

III. Recipient Designee:

The Recipient shall designate a principal officer of its firm to be responsible for administering the agreement detailed herein and to report to and confer with the City in order to discharge its Good Faith obligations as defined in this agreement. This officer should be designated as the Project Employment & Contracting Officer.

The Recipient shall send a letter designating its "Project Employment & Contracting Compliance Officer" to the Project Employment & Contracting Coordinator prior to any preconstruction meetings. An example of this letter can be found in Appendix 1. This Officer should also be present for all preconstruction meetings.

The Recipient should send a letter regarding the "Project Employment & Contracting Compliance Officer" to the employees of the Recipient's company. An example of this letter can be found in Appendix 2.

IV. Term:

This agreement shall be in effect for a period co-terminus with the effective period of the tax exemption [the Economic Incentive]. Thus, it will commence on the date the City Council adopted Ordinance _____ approving the tax exemption and terminate 5 years from the date of Substantial Completion of the Project.

V. Good Faith Goals:

In the event the Recipient is able to demonstrate that its work force already meets the goals set forth below or is able to meet such goals during the term of this agreement, the Recipient shall only be required to submit the periodic certified manning and certified payroll reports described below to confirm ongoing compliance. All other Recipients must comply with the following Good Faith goals.

1. **Employment (Construction and Permanent Jobs):** The Recipient shall make a Good Faith effort to achieve the goal of a work force representing fifty-one (51%) percent City residents, fifty-one (51%) percent of whom are residents who are Minorities and, in Non-Traditional Jobs, six point nine (6.9%) percent of whom are residents who are women, it being understood that one employee may satisfy more than one category.
2. **Business Contracting:** The Recipient shall make a Good Faith effort to achieve the goal of awarding twenty (20%) percent of the dollar amount of its contracts to Local Businesses, fifty-one (51%) percent of which shall be Minority or Women Owned Local Businesses. If fifty-one (51%) percent of Minority or Women Owned Local Businesses cannot be obtained, that percentage of contracts must still be applied to local vendors.

VI. Good Faith Defined. Construction Jobs:

1. **Construction Jobs:** Good Faith shall mean compliance with all of the following conditions:
 - A. Initial Manning Report:

- i) Prior to the commencement of their work on the Project, each Contractor /Subcontractor shall prepare an Initial Manning Report.
- ii) The Initial Manning Report should contain an estimate of the total hours in each construction trade or craft and the number of hours to be worked by City residents, including a list of the number of minority residents and women residents that will work in each trade or craft, including the work hours to be performed by such employees of any and all Contractors and Subcontractors. Attached hereto as Appendix B is the Recipient's Initial Manning Report.
- iii) The Initial Manning Report shall be filed with the Project Employment and Contracting Monitor, who must accept said Report prior to the Recipient entering into any construction contract. An example of this acceptance letter is given in Appendix C.

B. Developer's Contracting Obligations

- i) Once the developer submits the project's initial manning report, he/she must forward a letter with requests for quotation or bid to Mayor Steven M. Fulop's Business Cooperative Program for local and minority vendors for any construction or building operating goods, services and sub-contracting opportunities. An example of this letter is given in Appendix D.
- ii) The developer shall make a good faith effort to contact those businesses and individuals who submit bids. This effort must be documented by letter, which will be sent to Mayor Steven M. Fulop's Business Cooperative Program at DEO under the Department of Administration. An example of this letter can be found in Appendix D2.

C. Contractor's/Subcontractor's Compliance Statement

Prior to commencement of their work on the Project, each Contractor or Subcontractor must agree in writing to comply with this agreement and the employment goals elaborated herein. An example of this Compliance Statement can be found in Appendix E.

D. Union Statement of Using Its Best Efforts

- i) Prior to commencement of their work on the Project, the contractor/subcontractor must submit a statement expressing its adherence to the Project Employment & Contracting Agreement to each union with which he/she has a collective bargaining agreement covering workers to be employed on the project.
- ii) The Compliance Statement shall include a union statement for the particular union to sign, which claims the union will use its best efforts to comply with the employment goals articulated in the Project Employment & Contracting agreement. This compliance statement is detailed in Appendix F. A copy of the signed compliance statement must be sent to the Project Employment & Contracting Monitor in DEO under the Department of Administration before work starts in order for a developer to be in compliance.
- iii) The Recipient will require the Contractor or Subcontractor to promptly notify the City of any refusal or failure of a union to sign the statement. If a particular union refuses to sign a statement, the Recipient will document its efforts to obtain such statement and the reasons given by the union for not signing such statement, and submit such

documentation to the Project Employment & Contracting Monitor in DEO under the Department of Administration.

E. Sub-Contractors

The developer shall require that each prime contractor be responsible for the compliance of his/her subcontractors with the aforementioned Project Employment & Contracting requirements during the performance of the contract. Whenever the contractor sub-contracts a portion of the work on the project, the contractor shall bind the subcontractor to the obligations contained in these supplemental conditions to the full extent as if he/she were the contractor.

F. Union Apprentices

The contractor is responsible for assuring that resident and minority apprentices account for at least fifty (50%) percent of the total hours worked by union apprentices on the job in each trade listed in which apprentices are employed, according to the apprentice-to-journey-worker ratio contained in the collective bargaining agreement between the various unions, and shall hold each of his/her subcontractors to this requirement. The Recipient will require the contractor or subcontractor to promptly notify the City of any refusal of a union to utilize resident and minority apprentices.

G. Monthly Manning Report

- i) The Recipient will cause the Contractor to complete and submit Monthly Project Manning Reports to the Project Employment & Contracting Monitor in DEO under the Department of Administration by the seventh day of the month following the month during which the work is performed, for the duration of the contract.
- ii) The report will accurately reflect the total hours in each construction trade or craft and the number of hours worked by City residents, including a list of the number of minority resident and women resident workers in each trade or craft, and will list separately the work hours performed by such employees of the Contractor and each of its Subcontractors during the previous month. The Monthly Manning Report shall be in the form attached hereto as Appendix G.
- iii) The Recipient is responsible for maintaining or causing the Contractor to maintain records supporting the reported work hours of its Contractors or Subcontractors.

H. Monthly Certified Payroll Report

- i) The Recipient will cause the Contractor to furnish the Project Employment & Contracting Monitor with copies of its weekly Certified Payroll reports. The reports will specify the residence, gender and ethnic/racial origin of each worker, work hours and rate of pay and benefits provided. The Certified Payroll report shall be in the form attached hereto as Appendix H.
- ii) Payroll reports must be submitted on a monthly basis with the Monthly Manning Report or the Recipient is no longer in compliance.

I. Equal Employment Opportunity Reports

Prior to commencement of work on the Project, the Recipient will request copies of the most recent Local Union Report (EEO-3) and Apprenticeship Information Report (EEO-2) which are required

to be filed with the US Commission of Equal Employment Opportunity Commission by the collective bargaining unit. These reports will be forwarded to the Project Employment & Contracting Monitor within one month of the signing of the Project Employment & Contracting Agreement.

J. Other Reports

In addition to the above reports, the Recipient shall furnish such reports or other documents to the City as the City may request from time to time in order to carry out the purposes of this agreement.

K. Records Access

The Recipient will insure that the City will have reasonable access to all records and files reasonably necessary to confirm the accuracy of the information provided in the reports.

L. Work Site Access For Monitor

- i) The City will physically monitor the work sites subject to this agreement to verify the accuracy of the monthly reports. Each work site will be physically monitored approximately once every two weeks, and more frequently if it is deemed reasonably necessary by the City. The City's findings shall be recorded in a "Site Visit Report." An example of a bi-weekly site visit report can be found in Appendix I.
- ii) The Recipient shall require the Contractor and Sub-contractor to cooperate with the City's site monitoring activities and inform the City as to the dates they are working at the Project site. This includes specifically instructing the on-site construction manager about the monitoring process, and informing him/her that the monitor will contact him/her to set up an initial meeting. In the case of projects with multiple locations, the Recipient shall inform the City of the dates they are working at each site location(s) where they are working, in order to facilitate the monitoring.

VII. Good Faith Defined. Permanent Jobs:

1. **Permanent Jobs:** Good Faith shall mean compliance with all of the following conditions:

A. Pre-hiring Job Awareness: At least eight (8) months prior to the hiring of a Recipient's permanent workforce, the Project Employment & Contracting officer for the Recipient will meet with the Coordinator, including the director of JCETP to discuss how the Recipient plans to hire its permanent workforce. The following issues should be covered in this meeting:

- i) whether subcontractors will be used in the hiring process.
- ii) the specific types of jobs that need to be filled.
- iii) the qualifications needed for these particular jobs.
- iv) possible training programs offered by the permanent employer.
- v) the Recipient's goals and how it plans to meet these goals.
- vi) any other issues which need to be addressed.

B. Subcontractor Notification -- If the Recipient decides to subcontract any portion or all of its permanent workforce, then the Recipient must receive a signed acknowledgment from the subcontracting party that it will abide by the Project Employment & Contracting Agreement before said subcontractor begins staffing permanent employees. The Recipient must forward a copy of the signed acknowledgment to the Project Employment & Contracting Monitor. An example of this signed acknowledgment can be found in Appendix 3.

- C. Subcontractor Pre-Hiring Job Awareness Meeting -- Each subcontractor hired to staff permanent job positions must appoint a Project Employment & Contracting Officer to meet with the head of the Registry to discuss the same issues presented above in VI 1.A.(i)-(vi) and notify the City.
- D. Subcontractors of Subcontractors--Subcontractors of subcontractors are subject to the same requirements for the initial subcontractors.
- E. Documentation of Hiring Plan--Once the Pre-Hiring Job Awareness Meeting has taken place, the Recipient must put together a document with goals and totals for future permanent employment needs. This plan should summarize all that was discussed in the Pre-Hiring Awareness Meeting, list estimates for manpower needs, set residential and minority employment goals commensurate with the Project Employment & Contracting Agreement, and show how the Recipient plans to meet these goals. An example of this plan is found in Appendix 4.
- F. Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the DEO and the JCEPT with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the referral of qualified applicants to the Recipient.
- G. Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the DEO with a copy of this advertisement.
- H. Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it pursuant to the agreement. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.
- I. Monthly Employment Reports: The Recipient will submit written employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will be submitted on the 1st day of every month. It will describe each job and state whether the job was filled or held by a City resident, minority resident or woman resident and date of hire. The report will explain in writing the reasons why any qualified referred applicant (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired and the reason therefore. The form of this report shall be in substantially the form found in Appendix 5, subject to such revision as the City deems appropriate and reasonable. Monthly reports may be extended to semi-annually reports once the initial workforce is hired.
- J. Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.
- K. Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the any reports.
- L. Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.

- M. Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.

VIII. **Good Faith Defined. Business Contracts**

- A. Good Faith shall mean compliance with all of the following conditions:

i) Solicitation of Businesses:

- a) One month before the solicitation for any goods or services, the Recipient must forward a letter with a description of the goods or services to the Project Employment and Contracting Coordinator;
- b) The Recipient shall provide the City with a written Purchasing Report every month. The form of this report shall be in substantially the form found in Appendix 6.
- c) Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the DEO and the JCEPT with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the referral of qualified applicants to the Recipient.
- d) Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the DEO with a copy of this advertisement.
- e) Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it pursuant to the agreement. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.
- f) Monthly Employment Reports: The Recipient will submit written employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will be submitted on the 1st day of every month. It will describe each job and state whether the job was filled or held by a City resident, minority resident or woman resident and date of hire. The report will explain in writing the reasons why any qualified referred applicant (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired and the reason therefore. The form of this report shall be in substantially the form found in Appendix 5, subject to such revision as the City deems appropriate and reasonable. Monthly reports may be extended to semi-annually reports once the initial workforce is hired.
- g) Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.
- h) Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the any reports.

- i) Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.
 - j) Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.
- B. The Recipient pledges not to use local and local minority vendors solely as conduits for vendors that are not local and minority owned. Any discovery by Project Employment and Contracting Monitor of a Recipient, using the masthead of a local or minority owned business as a way to get credit for local or minority employment when it should not, will immediately subject the Recipient to the penalties listed in Section VIII (d) below.

IX. Good Faith Defined. Commercial Tenants at the Project Site

Good Faith shall mean compliance with all of the following conditions:

- A. The Recipient shall send all tenants of commercial space, including retail space, within the Project Site a Tenant Employment Services Guide in the form attached as Appendix 7.
- B. The Recipient shall require tenants of commercial, including any retail space to complete an annual questionnaire concerning the composition of the work force of each tenant. The completed questionnaire be submitted to the Project Employment & Contracting Monitor. The questionnaire shall be in the form attached as Appendix 8.
- C. The Recipient will send the results of its solicitation to the Project Employment & Contracting Monitor no later than December 1st of each year.

X. Notices of Violation:

- 1. **Advisory Notice:** The City will issue a written Advisory Notice to the Recipient if there is non-compliance with a Good Faith requirement as defined in this agreement. The Advisory Notice shall explain in sufficient detail the basis of the alleged violation. The Recipient shall have 7 days to correct the violation.
- 2. **Violation Notice:** If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City the City shall issue a Violation Notice to the Recipient. The Violation Notice shall explain in sufficient detail the basis of the alleged, continuing violation. The Recipient will have three (3) working days to correct the violation.
- 3. **Correcting the Violation:** Either or both the Advisory Notice or the Violation Notice may be considered corrected if the Recipient satisfies the requirements of this agreement and so advises the City in writing, subject to confirmation by the City.
- 4. **Extension of Time to Correction:** Either the Advisory Notice or the Violation Notice may be held in abeyance and the time for correction extended if the Recipient enters into satisfactory written agreement with the City for corrective action which is designed to achieve compliance. If Recipient fails to abide by the terms of such agreement the violation will be considered not corrected.

If the City determines that the Recipient is in violation after the expiration of the cure periods, the Recipient agrees that the City shall be entitled to the liquidated damages provided below.

XI. Liquidated Damages:

1. While reserving any other remedies the City may have at law or equity for a material breach of the above terms and conditions, the parties agree that damages for violations of this agreement by the Recipient cannot be calculated within any reasonable degree of mathematical certainty. Therefore, the parties agree that upon the occurrence of a material breach of any of the above terms and conditions and after notice and expiration of any cure period, the City will be entitled to liquidated damages from the Recipient in the following amounts:
 - A. Failure to file Initial Manning Report (Construction Jobs) or Pre-Hiring Notification (Permanent Jobs) or Pre-Contracting Notification (Business Contracts): an amount equal to Five percent (5%) increase in the estimated annual service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
 - B. Failure to conduct Pre-hiring Interviews or submit Compliance Statement (Submit description of goods or services, (Business Contracting): an amount equal to Three (3%) percent of the estimated annual service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
 - B. Failure to allow record or work place access or submit any other required reports (all categories): an amount equal to Three (3%) percent increase service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
 - C. The use of the local or local minority business' masthead for labor or work supplied by a non local or local minority vendor: An amount equal to Ten (10%) service charge as set forth in the Financial Agreement for each quarter or part thereof, the Recipient is non compliant.

XII. Notices

Any notice required hereunder to be sent by either party to the other, shall be sent by certified mail, return receipt requested, addressed as follows:

1. When sent by the City to the Recipient it shall be addressed to:

372 PACIFIC AVENUE
372 Pacific Avenue, Apt. 3A
Jersey City, NJ 07304
Att: Mr. Dharmesh M. Patel

and

2. When sent by the Recipient to the City, it shall be addressed to:

City of Jersey City
Department of Administration
Division of Economic Opportunity
Project Employment & Contracting Monitor
280 Grove Street
Jersey City, New Jersey 07302
Att: Division Director

and

Director of Jersey City Employment and Training Program, Inc
895 Bergen Avenue—2nd Floor
Jersey City, NJ 07306
Att: Executive Director

with separate copies to the Mayor and the Business Administrator.

XIII. Appendix

These forms are examples only and shall be in substantially the form on file in the Division of Economic Opportunity, subject to modifications from time to time by the City as necessary or appropriate.

1. Letter designating Recipient's Project Employment & Contracting Officer
2. Letter from Recipient to Employees of Recipient's Company
3. Acknowledgment of PECA compliance of Subcontractor
4. Example of Hiring Plan
5. Example of Monthly Employment Report
6. Example of Monthly Purchasing Report
7. Tenant Employment Services Guide
8. Commercial Retail Annual Questionnaire

XIV. Adoption, Approval, Modification:

This agreement shall take effect on the date that the Economic Incentive is approved by the Municipal Council.

XII. Controlling Regulations and Laws:

To the extent required by State and Federal Law and so long as the Entity discharges its Good Faith obligations under this agreement, the City agrees and acknowledges that the Recipient and its contractors are free to hire whomever they choose. If this agreement conflicts with any collective bargaining agreement, the City agrees to defer to such agreements so long as the Recipient provides the City with a copy of the offending provision in the collective bargaining agreement.

In the event there are any conflicts between this Agreement and any Project Labor Agreement, then as it pertains to construction jobs covered by the PLA, the Project Labor Agreement shall govern. Wherever possible, this Agreement shall be interpreted consistently with the Project Labor Agreement.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert J. Kakoleski
Business Administrator

WITNESS:

372 PACIFIC AVENUE

Secretary

Dharmesh M. Patel, President

**Certification of Dharmesh M. Patel, Developer of 372 Pacific Avenue in
support of Application for Five (5) Year Tax Exemption**

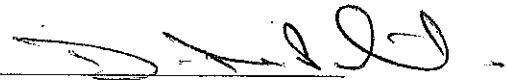
I, Dharmesh M. Patel, hereby make oath and say as follows:

1. I am the fee owner and developer of the real property known as 372 Pacific Avenue, Jersey City (Block 19006, Lot 33) ("Property"). A copy of the survey and metes and bounds description of the Property is attached as Schedule A.
2. The Property is owned in my name as an individual. A copy of the deed to the Property is attached as Schedule B.
3. The development project is complete and consists of five (5) market rate residential dwellings and one (1) market rate commercial unit on the first floor.
4. The requested term of the tax exemption is five (5) years from the date the application is approved.
5. This project was originally approved by the Jersey City Planning Board on September 28, 2010; the building was to have four (4) residential units and one (1) ground floor commercial unit. The Jersey City Building Department determined that building was not compliant with the Americans with Disabilities Act ("ADA"). Accordingly, an amended site plan application was submitted to the Planning Board which granted approval on September 4, 2012. The amended approval provided for one (1) ADA compliant residential unit on the ground floor (in addition to the commercial space) with four (4) residential units above. The latter is what I built on the Property.
6. The total project cost of the development is \$381,500.00. Attached as Schedule C is the Certification of Michio Sanga, a licensed architect to that effect.
7. All money that I have invested in the development project are from my own funds.
8. A fiscal plan for the development project and the proposed payments to be made to the City under the Financial Agreement is attached hereto as Schedule D.
9. The building is completed. A Certificate of Occupancy was issued on January 17, 2013 attached hereto as Schedule E, and the tax abatement application was initially filed with the Tax Assessor on February 6, 2013.
10. A true copy of the Planning Board Resolution (Case #P10-10.1) is attached as Schedule F.
11. The Property is located in the Morris Canal Redevelopment Plan Area.

12. Submitted with this application is a check for \$8,787.00 representing the total amount of payments due the Affordable Housing Trust Fund ($5 \times \$1,500 = \$7,500$ plus $858 \text{ s/f} \times \$1.50 = \$1,287$).
13. The taxes on the Property for the 2012 tax year (i.e. the year before this application was filed) was \$898.00.
14. All real estate taxes due to the City of Jersey City for real property owner by me are current.
15. I own the Property in my own name as an individual. No one other than myself has an interest in the Property.
16. I respectfully request that this checklist item be waived since my application was filed with the Tax Assessor under the provisions of the former five (5) year tax exemption ordinance which requires filing of the application with the Assessor within thirty (30) days subsequent to the issuance of a Certificate of Occupancy which I did in this case.
17. Since this project is completed this provision is not applicable. However, applicant certifies that it has complied with the employment regulation of the City of Jersey City. Further, since I work in Jersey City, I will be managing the building myself and consequently no one will be hired to maintain the building unless there is an emergency that requires a specialist to make repairs.
18. Applicant certifies that the project meets the applicable requirements of the laws of the State of New Jersey and the City of Jersey City.
19. The proposed form of Financial Agreement for this project is attached as Schedule G.
20. The proposed form of post construction Project Employment and Contracting Agreement is attached as Schedule H.
21. Proposed Project Labor Agreement (inapplicable to this case).
22. Fully executed E/A-1 form is attached as Schedule I.
23. Applicant certifies that the filing fee in the amount of \$3,500 was paid on February 6, 2013 (see Tax Collector receipt attached as Schedule J).

I certify that diligent inquiry has been made to confirm the accuracy of all information contained in the application and all supplemental information and if it is false I am subject to punishment.

SWORN to before me this
10th day of December, 2014


_____
Dharmesh M. Patel _____

NOTARY PUBLIC

CAROLINA GARCIA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 11-9-15